REMARKS/ARGUMENTS

By this Amendment, Applicant responds to the Office Action dated October 5, 2005 (the "Office Action"), in which claims 1-10, 13-23, and 26-28 were rejected. Claims 11, 12, 24 and 25 had been previously canceled without prejudice. In this Amendment, claims 1, 3, 6, 9, 14, 19, 22, and 27-28 are amended, and claims 2, 5, 15, and 18 are canceled without prejudice. After entry of this paper, claims 1, 3, 4, 6-10, 13, 14, 16, 17, 19-23, and 26-28 will be pending in this application.

Rejection of Claims Under 35 U.S.C. § 112

Paragraph 5 of the Office Action states that "the key server" in line 14 of each of Claims 27 and 28 lacked sufficient antecedent basis. It is respectfully noted that antecedent basis was provided by the phrase "a key server" in line 6 of each of Claims 27 and 28.

Rejection of Claims Under 35 U.S.C. § 102(e)

Claims 1-10, 13-23, and 26-28 were rejected under 35 USC 102(e) as being anticipated by U.S. 6,289,450 to Pensak, et al. ("Pensak").

Claim 1 has been amended to recite that the event is to be sent from the sending client "to a receiving client," that the searched database is a "local sending client database," and that the selector/security association pairs are "received from a key server." As amended, Claim 1 further recites, "the receiving client storing a receiving client database comprising a similar plurality of selector/security association pairs

received from said key server." Support in the instant specification can be found at locations including page 20, line 20 – page 21, line 6, and FIG. 13.

For clarity, the term "receiving client database" is used in Claim 1, as amended, to denote the database stored at the receiving client, instead of the term "remote database," which had been previously presented in Claim 2, now canceled.

It is acknowledged that Paragraph 9 of the Office Action states that Pensak teaches "said event to be sent from the sending client to a receiving client storing a remote database [now termed 'receiving client database'] comprising a similar plurality of selector/security association pairs." It is further acknowledged that Paragraph 15 of the Office Action states that Pensak teaches "local database selector/security association pairs and said remote database [now termed 'receiving client database'] selector/security association pairs having been received from a key server." However, with reference generally to column 8 of Pensak, as understood, the viewing user's computer 224 in Pensak does not store a database of the received decryption keys. Instead, as understood, Pensak teaches an Application Interface 230 at the viewing user's computer 224 that asks the server 206 for the current segment's decryption key (col. 8 line 28), then uses that decryption key to decrypt that segment (col. 8 lines 39-40), and then immediately discards/destroys the key (col. 8 line 41). It is only "when the viewer moves to a different segment" that a subsequent decryption key is requested (see col. 8 line 44). Accordingly, Pensak does not teach, "the receiving client storing a receiving client database comprising a similar plurality of selector/security association pairs received from said key server," as recited in Claim 1, as amended. Indeed, by

discarding/destroying each decryption key after it is used and prior to acquiring the next decryption key, Pensak teaches away from, "storing a receiving client database comprising a similar plurality of selector/security association pairs" at the receiving client. Claims 3 and 4 are dependent on claim 1, and are thus allowable for at least the reasons set forth above in connection with claim 1.

Claim 6 has been amended to recite that the selector/security association pairs stored in the receiving client database are "received from a key server." Support in the instant specification can be found at locations including page 20, line 20 – page 21, line 6. It is submitted that Pensak does not teach "using said selector to search a receiving client database of security associations," nor does it teach, "said receiving client database storing a plurality of selector/security association pairs corresponding to different timewise intervals of said event," as recited in Claim 6, as amended. As evident from the Pensak teachings cited above in relation to Claim 1, the viewing user's computer 224 in Pensak would not possess more than a single decryption key at any particular point in time, because each is discarded/destroyed upon use and prior to a request for the next decryption key. Accordingly, Pensak does not teach a "receiving client database" as recited in Claim 6, as amended. Claims 7-10 and 13 are dependent on claim 6, and are thus allowable for at least the reasons set forth above in connection with claim 6.

Claims 14 and 19 have been amended in manners analogous to Claims 1 and 6, respectively, and are submitted to be allowable for similar reasons. Claims 16-17, 20-23, and 26 are dependent on claims 14 and 19 and are thus allowable for at least the reasons set forth above in connection with claims 14 and 19.

Claim 27 has been amended to incorporate into the body of the claim that the succession of timewise intervals "are relatively short compared to said event duration". Support in the instant specification can be found at locations including FIGS. 6-7. Although Pensak teaches that an authoring user can "select segments of the document to be encrypted" (col. 7, lines 2-3), and that the authoring user can "assign different policies to different tagged segments of a single document" (col. 7 lines 4-5), no teaching could be found in Pensak of "timewise intervals" that are "relatively short" compared to a duration. Indeed, although brief mention is made of "audio or video playing application" at col. 3, line 4 of Pensak, the bulk of the Pensak disclosure is directed to Adobe PDF documents, for which it seems difficult to assign an "event duration" or "timewise intervals" at all.

Claim 28 has been amended in a manner analogous to Claim 27 and is submitted not to be anticipated by Pensak for similar reasons.

CONCLUSION

In view of the foregoing remarks, Applicant submits that this claimed invention is allowable over the references cited against this application. Applicant also respectfully notes that Pensak may not be prior art. Applicant therefore requests the entry of this Amendment, reconsideration and reexamination of the application, and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our Deposit Account No. 06-0916.

Respectfully submitted,

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